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well feel that little, if any, lasting good will be accomplished by haphazard attempts to break away from justice according to rule. Before rejecting utterly the experience of the past, legal reformers should make a careful study of the ends to be attained, and of the fields in which rule, or discretion, as the case may be, will conserve the most and sacrifice the least of the interests which the law has to secure. Only thus can the courts follow "the path of the law."²³

RECENT CASES

ALIENS — NATURALIZATION OF ALIENS — STATUS IN THE BRITISH ISLES OF A PERSON NATURALIZED IN AUSTRALIA. — A natural-born German emigrated from Germany in 1878 to Australia, where he resided until 1908, when he was naturalized. Later he went to England and was residing there in 1914. Failing to register as an alien, he was convicted under the provisions of the Aliens Restriction Act of 1914 (see 4 & 5 GEO. V, c. 12). *Held*, that the conviction was proper. *The King v. Francis, Ex parte Markwald*, [1918] 1 K. B. 617.

The defendant in the above case brought a proceeding in the nature of a petition for a declaration that he was not an alien. *Held*, that it be denied. *Markwald v. The Attorney General*, 36 T. L. R. 197.

For a discussion of these cases see NOTES, p. 962, *supra*.

AGENCY — BROKERS — SECRET AGREEMENT TO POOL COMMISSIONS VOID AS AGAINST PUBLIC POLICY. — In a real-estate transaction a third party brought together the respective agents for a buyer and seller and the three agreed to pool and divide commissions. The seller has paid the commission due into court and the agent of the buyer and the third party each claim one third. *Held*, that the third party can recover, but the agent for the buyer can not. *Williams v. Knight Realty Co.*, 217 S. W. 753 (Tex.).

A broker, though an agent in a limited sense, owes the party he represents the same measure of undivided loyalty which the law exacts from an ordinary agent toward his principal. See *Young v. Hughes*, 32 N. J. Eq. 372, 383. Consequently he may not put himself in a position where his interests would be adverse to those of his principal. *Quinn v. Burton*, 195 Mass. 277, 81 N. E. 257. Thus, he cannot secretly represent two parties with conflicting interests. *Rombeck v. Patillo*, 104 Ga. 777, 30 S. E. 962; *Burn v. Keach*, 214 Ill. 259, 73 N. E. 419. An exception is made where his equivocal conduct is assented to by the principals. There dual agency is permitted. *Rowe v. Stevens*, 53 N. Y. 621. There also he may agree to pool commissions with the broker of the other party. See *Sullivan v. Tufts*, 203 Mass. 155, 157, 89 N. E. 239, 240. But pooling arrangements made secretly are void, being inimical to public policy. *Quinn v. Burton, supra*; *Corder v. O'Neill*, 207 Mo. 632, 106 S. W. 10. This is so, even though the price of the property is fixed by the principal. *Levy v. Spencer*, 18 Col. 532, 33 Pac. 415. These engagements unconsciously tend to subordinate the interests of the principals to the desire to carry through the particular scheme of the brokers. That being the case, the *bona fides* of an individual transaction will afford no excuse. *Smith v. Pacific Vinegar Works*, 154 Cal. 352, 78 Pac. 550. Nor will custom. *Walker v. Osgood*, 98 Mass. 348. In the principal case the right of the third party is clear. But the agent for the buyer, relying as he did on an illegal contract, could not succeed.

²³ See Oliver Wendell Holmes, "The Path of the Law," 10 HARV. L. REV., 457.